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INTERNATIONAL

Department Editors {STEPHEN LATCHFORD
SAMUEL E. GATES

**CONVENTION FOR THE UNIFICATION OF CERTAIN RULES
RELATING TO ASSISTANCE AND SALVAGE OF
AIRCRAFT OR BY AIRCRAFT AT SEA***

• ARTICLE 1. The high contracting parties agree to take the necessary measures to put into effect the rules established in this convention.

ARTICLE 2. (1) Any person exercising the functions of commanding officer aboard an aircraft shall be bound to render assistance to any person who is at sea in danger of being lost, insofar as such person may do so without serious danger to the aircraft, her crew, her passenger, or other persons.

(2) Every captain of a vessel shall be bound, under the circumstances contemplated in paragraph (1), and without prejudice to more extended obligations imposed upon him by the laws and conventions in force, to render assistance to any person who is at sea in danger of being lost on an aircraft or as the consequence of damage to an aircraft.

(3) For the purposes of this convention, assistance shall mean any help which may be given to a person who is at sea in danger of being lost, even by merely giving information, consideration being given to the different conditions under which maritime navigation and air navigation operate.

(4) The obligation of assistance shall not exist unless the aircraft or the vessel is in the course of a trip or ready to depart, and unless it is reasonably possible for it to render useful aid.

(5) The obligation of assistance shall cease when the person who is under such obligation becomes aware that assistance is being rendered by others under similar or better conditions than it could be by himself.

(6) The national legislations shall determine the penalties designed to insure the execution of this obligation, and the high contracting parties shall communicate to each other through diplomatic channels the texts of such laws.

(7) No liability can rest with the owner or the *armateur* of the vessel or with the owner or operator of the aircraft, as such, by reason of failure to discharge this obligation, except in the case where he shall have ordered the person bound to render assistance not to render it.

ARTICLE 3. (1) Any assistance rendered in discharge of the obligation contemplated in the foregoing article shall call for an indemnity based on the expenses justified by circumstances, as well as on the damage suffered in the course of the operations.

(2) If the assistance was rendered in the absence of any obligation to do so, the assister shall have no right to indemnity unless he has obtained a useful result by saving persons or by contributing thereto.

(3) The indemnity shall be payable by the operator of the aircraft assisted or by the owner or *armateur* of the vessel assisted in accordance with the rules of the national laws or of the contracts governing such vessel.

* Translation submitted by the American Delegation to the Fourth International Conference on Private Air Law (diplomatic conference), held at Brussels, September, 1938, of the French texts furnished by the secretariat of the conference of this and the following convention and resolutions.

The convention, which will remain open for signature until June 30, 1939, has, according to information furnished by the secretariat of the conference, been signed on behalf of the following countries: United States of America, Belgium, Czechoslovakia, Denmark and Iceland, France, Germany, Great Britain and Northern Ireland, Guatemala, India, Italy and Ethiopia, Netherlands, New Zealand, Poland, Rumania, San Marino, and Switzerland.

(4) The indemnity cannot exceed the sum of 50,000 francs per person saved and, if no persons have been saved, the sum total of 50,000 francs.

In any case the obligation of the aircraft operator shall be limited to the sum of 500,000 francs.

The amounts fixed in this paragraph shall be considered as referring to the gold franc containing 65½ milligrams of gold of a standard of fineness of 900/1000. They may be converted into each national currency in round numbers.

Furthermore, the owner or *armateur* of the vessel shall not be liable beyond the limits determined by the existing laws and conventions governing his obligation in matters of maritime assistance and salvage.

(5) (a) In case there has been assistance by several vessels or aircraft, and the total sum of the indemnities due exceeds the limit fixed in the foregoing paragraph (4), a proportional reduction of the indemnities shall be made.

(b) In such a case the salvors must assert their rights or give notice of their claims to the person who is liable for the indemnity within the maximum period of 6 months from the day of the assistance.

(c) After this period, settlement of the indemnities may properly be made; the interested parties having permitted the above-mentioned period to elapse without asserting their rights or giving notice of their claims may exercise their rights only as to the amount which shall not have been distributed.

ARTICLE 4. (1) In case of assistance and salvage of the aircraft at sea in danger of being lost or of the things that are on board, the ship or aircraft which shall have rendered assistance shall be entitled to remuneration to be determined on the following bases:

(a) First, the measure of success obtained, the efforts and deserts of those who have rendered assistance, the danger run by the aircraft assisted, by her passengers, her crew, and her cargo, by the salvors and by the salvaging aircraft or vessel, the time consumed, the expenses incurred, and the losses suffered, and the risks of liability and other risks run by the salvors, the value of the property risked by them, consideration being given to the special adaptation, if any, of the assister;

(b) Secondly, the value of the things salvaged.

(2) No remuneration is due if the services rendered have no useful result.

(3) The remuneration can never exceed the value of the property salvaged at the conclusion of the operations of assistance or salvage.

(4) Remuneration is due even when the aircraft or the vessels belong to the same operator or to the same owner or *armateur*.

(5) In case there has been assistance or salvage by several vessels or aircraft, the remuneration shall be divided among them on the bases established in paragraph (1) of this article.

(6) The same rules shall apply in case of assistance or salvage at sea, by an aircraft, of a vessel in danger, or of her cargo, in which case the owner or *armateur* of the vessel shall retain the right to avail himself of the limitation of his liability, as determined by existing laws and conventions governing maritime salvage and assistance.

ARTICLE 5. In case indemnities or remuneration are due under articles 3 and 4 of this convention, an equitable distribution shall be made of expenses incurred and of losses suffered, upon the bases and within the limits set forth in the said articles.

ARTICLE 6. Any distribution of remuneration between the operator and the personnel of the aircraft shall be governed by the national laws.

ARTICLE 7. In case there has been both assistance and salvage of persons and of property, the salvor of persons shall be entitled to a fair share of the remuneration granted for the salvage of property, without prejudice to the right to indemnity which he has under article 3.

ARTICLE 8. (1) No indemnity or remuneration shall be due if the assistance was rendered or the salvage effected in spite of express and reasonable prohibition to do so by the one who was assisted or salvaged.

(2) The court may reduce or deny the indemnity or the remuneration if it appears that the salvors have, by their fault, rendered the assistance or the salvage necessary or increased the loss, or if they were guilty of theft, concealment, or other fraudulent acts.

ARTICLE 9. (1) The remuneration due for the operations of assistance or salvage shall be payable by the operator of the assisted aircraft, or by the owner or *armateur* of the assisted vessels, in accordance with the national laws or with contracts governing the vessel.

(2) The operator of the aircraft shall have a recourse against the owners of goods for such part of the remuneration as pertains to assistance and salvage of such goods. However, this recourse shall be denied or reduced if it appears that the assistance or the salvage of the goods has been rendered necessary by an act of the operator of such a nature as to render him liable to the owners of such goods.

(3) The owner of the goods may, in all cases, by paying such part of the remuneration as pertains to assistance or to salvage of his goods, or by depositing suitable security for such payment, obtain the delivery of the goods by the operator and the release of any goods that may have been attached.

(4) The recourse of the owner or of the *armateur* of the vessel against owners of goods shall remain subject to maritime rules.

ARTICLE 10. Neither the personal effects and baggage of the crew and passengers, nor articles transported under the regime of postal conventions or of agreements relating to the postal service, shall be included in the property, either for the purpose of calculating the remuneration or in respect of the recourse to be exercised.

ARTICLE 11. Indemnity and remuneration actions must be brought within 2 years from the end of the operations of assistance or salvage.

(2) The recourse of the operator against the owners of goods shall be barred after a period of 1 year beginning with the date of the payment of the remuneration for assistance or salvage.

(3) The method of calculating the limitation period, as well as the causes of suspension and interruption of such period, shall be determined by the law of the court before which the case is brought.

ARTICLE 12. Any agreement for assistance or salvage entered into at the time and under the influence of danger can, at the request of one of the parties, be annulled or modified by the court if the court considers that the conditions thereof are not equitable, and particularly when the remuneration is excessively large or small and out of proportion with the services rendered.

ARTICLE 13. (1) Actions for indemnity or remuneration shall, at the election of the claimant and in conformity with the rules of procedure and of jurisdiction of each state, be brought either before the courts of the territory where the defendant is domiciled, or before those of the territory where the operations of assistance or salvage were carried out, or, if the aircraft or the cargo have been attached, before the courts of the place of attachment.

(2) If different salvors bring action in jurisdictions located in different countries, the defendant may, before each one of them, produce a statement of the aggregate amount of the claims and moneys due, with a view to preventing the limits of his liability from being exceeded.

ARTICLE 14. Any person who has the right to use an aircraft and who uses it for his own account shall be termed "the operator of the aircraft." In case the name of the operator is not recorded on the aeronautic register or on any other official document, the owner shall be deemed to be the operator, subject to proof of the contrary.

ARTICLE 15. Any person who, without having the right to use an aircraft, uses it without the consent of the operator shall be liable for the indemnities and remuneration, and the operator who has not taken reasonable

precautions to avoid unlawful use of his aircraft shall be liable jointly and severally with him, each one of them being bound within the conditions and the limits provided for in the foregoing articles.

ARTICLE 16. This convention shall, with the reservation of the provisions of article 13 relative to jurisdiction, apply to government vessels and aircraft, with the exception of military, customs, and police vessels or aircraft, to which the rights and obligations flowing from the foregoing provisions shall not apply.

ARTICLE 17. (1) The provisions of this convention shall apply with respect to all interested parties when either the assisting or salving vessels or aircraft or the assisted or salvaged vessel or aircraft is registered in the territory of one of the high contracting parties.

(2) The expression "territory of a high contracting party" shall include any territory subject to the sovereign power, the suzerainty, the protectorate, mandate or authority of the said high contracting party in behalf of which the latter is a party to the convention.

(3) Provided, however:

(a) That with respect to interested parties who are nationals of a non-contracting state, the application of the said provisions may be conditioned by each one of the contracting states upon reciprocity;

(b) That when all the interested parties are nationals of the same state as that of the court before which the case is brought, the convention shall not be applicable;

(c) That in case vessels and aircraft are engaged in the same operation of assistance, this convention shall not apply to relations between vessels.

ARTICLE 18. The present convention shall be drawn up in French in a single copy which shall remain deposited in the archives of the Ministry for Foreign Affairs of the Kingdom of Belgium, and of which a duly certified copy shall be sent by the Government of the Kingdom of Belgium to each one of the Governments concerned.

ARTICLE 19. (1) The present convention shall be ratified. The instruments of ratification shall be deposited in the archives of the Ministry for Foreign Affairs of the Kingdom of Belgium, which shall notify each one of the Governments concerned of the deposit thereof.

(2) As soon as five ratifications shall have been deposited, the convention shall come into force as between the high contracting parties which shall have ratified it, 90 days after the deposit of the fifth ratification. Any ratification which is deposited subsequently shall take effect 90 days after such deposit.

(3) It shall be the duty of the Government of the Kingdom of Belgium to notify each one of the Governments concerned of the date on which the present convention comes into force.

ARTICLE 20. (1) The present convention,, after coming into force, shall be open for adherence.

(2) Adherence shall be made through a notification addressed to the Government of the Kingdom of Belgium, which shall so inform each one of the Governments concerned.

(3) The adherence shall take effect 90 days after the notification to the Government of the Kingdom of Belgium.

ARTICLE 21. (1) Each one of the high contracting parties may denounce the present convention by a notification addressed to the Government of the Kingdom of Belgium, which shall at once so inform each one of the Governments concerned.

(2) The denunciation shall take effect 6 months after the notification of the denunciation and shall operate only with respect to the party making the denunciation.

ARTICLE 22. (1) The high contracting parties may, at the time of signature, deposit of the ratification, or adherence, declare that the acceptance which they give to the present convention shall not apply to all or to any

part of their colonies, protectorates, overseas territories, mandated territories, or any other territory under their sovereignty, authority, or suzerainty.

(2) The high contracting parties may subsequently notify the Government of the Kingdom of Belgium that they intend to render the present convention applicable to all or to any part of their colonies, protectorates, overseas territories, mandated territories, or any other territory under their sovereignty, authority, or suzerainty, so excluded from their original declaration.

(3) They may, at any time, notify the Government of the Kingdom of Belgium that they intend to have the present convention cease to apply to all or any part of their colonies, protectorates, overseas territories, mandated territories, or any other territory under their sovereignty, authority, or suzerainty.

(4) The Government of the Kingdom of Belgium shall inform each one of the Governments concerned of notifications made in accordance with the last two paragraphs.

ARTICLE 23. Each one of the high contracting parties shall be entitled not earlier than 2 years after the coming into force of the present convention to call for the meeting of another international conference in order to consider any improvements which may be made in the present convention. To this end it shall communicate with the Government of the French Republic, which shall take the necessary measures in preparation for such conference.

The present convention, done at Brussels on September 29, 1938, shall remain open for signature until June 30, 1939.

IN WITNESS WHEREOF the plenipotentiaries have signed the present convention.

ADDITIONAL PROTOCOL TO THE CONVENTION FOR THE UNIFICATION OF CERTAIN RULES RELATING TO DAMAGES CAUSED BY AIRCRAFT TO THIRD PARTIES ON THE SURFACE, SIGNED AT ROME, MAY 29, 1933*

ARTICLE 1. The insurance of the aircraft operator, as provided for under article 12 of the Convention for the Unification of Certain Rules Relating to Damages Caused by Aircraft to Third Parties on the Surface, must produce the following effects with respect to the injured third parties:

(1) The insurer may, in addition to the defenses available to the operator and without prejudice to any recourse he may have against the insured, interpose only the following defenses against claims based upon the application of the said convention:

(a) The damage occurred after the insurance ceased to have effect. Nevertheless, the guaranty of the insurer shall be continued, in case the insurance lapses during a trip, until the next landing supervised by public authority, provided that such continuation shall not exceed 24 hours. In all other cases than that in which the insurance ceases to have effect by reason of expiration of the term thereof, the guaranty of the insurer shall be continued until effective withdrawal of the certificate of insurance by the proper authorities, but not beyond 15 days after notification by the insurer to the proper authorities of the state where the certificate was issued.

(b) The damage occurred outside of the territorial limits provided for by the insurance contract, unless flight outside of such limits was caused by *force majeure*, the fact of assistance justified by circumstances, or an error in piloting, in the handling of the aircraft, or in navigation.

* Adopted at the Fourth International Conference on Private Air Law (diplomatic conference), Brussels, September, 1938.

According to information furnished by the secretariat of the conference the protocol, which will remain open for signature until June 30, 1939, has been signed by the following countries: United States of America, Belgium, Brazil, Czechoslovakia, Denmark and Iceland, France, Germany, Great Britain and Northern Ireland, Guatemala, India, Italy and Ethiopia, Luxemburg, Netherlands (*ad referendum*), New Zealand, Poland, Rumania, San Marino, and Switzerland.

(c) The damage is the direct consequence of international armed conflict or the direct consequence of civil disturbances.

From the point of view of the application of clauses (a) and (b), third parties may, where there is a discrepancy between the statements in the certificate of insurance or in the aircraft papers, and the stipulations of the insurance contract, avail themselves of the statements in the certificate or in the said papers as to the duration of the insurance contract and as to its territorial extent.

(2) Excepting the above-mentioned defenses, the insurer may not, with respect to third parties, avail himself of any grounds of nullity or of any right of retroactive cancellation.

(3) In case the person of the operator is changed during the life of the insurance contract, the insurer shall remain liable to injured third parties, as if the transfer had not taken place, provided that the duration of such obligation shall not extend beyond 7 days from the time when the insurer notifies the proper authorities of the state where the insurance certificate was issued that the insurance has terminated.

ARTICLE 2. (1) This protocol shall form an integral part of the Convention for the Unification of Certain Rules Relating to Damages Caused by Aircraft to Third Parties on the Surface, concluded at Rome on May 29, 1933.

(2) Beginning with the date on which this protocol is signed, ratification of the above-mentioned convention shall imply ratification of this protocol. However, the high contracting parties shall be authorized to ratify both of those acts simultaneously by separate instruments.

(3) Ratification of the convention and of the protocol, either by separate instruments or by a single instrument, shall not result in creating obligations toward any other than the high contracting parties having taken the same action.

ARTICLE 3. (1) This protocol is drawn up in French, in a single copy, which shall remain open for signature until June 30, 1939.

(2) A certified copy of this protocol shall immediately be sent to the high contracting parties, through the intermediary of the Belgian Government and through diplomatic channels.

(3) Upon the expiration of the period of time mentioned in paragraph (1), the original of this protocol shall be transmitted by the Belgian Government to the Italian Government, so that it may be deposited and preserved in the archives of the Ministry of Foreign Affairs of Italy.

ARTICLE 4. This protocol shall be ratified. The instruments of ratification of this protocol, in the cases provided for by the second part of paragraph (2) of article 2, shall be deposited in the archives of the Ministry of Foreign Affairs of the Kingdom of Italy, which shall send notice thereof to each one of the interested Governments.

ARTICLE 5. Adherence to the Convention for the Unification of Certain Rules Relating to Damages Caused by Aircraft to Third Parties on the Surface, concluded at Rome on May 29, 1933, shall imply adherence to this protocol, with the effect stated in paragraph (3) of article 2.

ARTICLE 6. The high contracting parties may not denounce this protocol without denouncing the convention of which it is an integral part.

IN WITNESS WHEREOF, the plenipotentiaries have signed this protocol.

RESOLUTIONS ADOPTED BY THE FOURTH INTERNATIONAL CONFERENCE ON PRIVATE AIR LAW, HELD AT BRUSSELS, SEPTEMBER, 1938*

(From the Final Act of the Brussels Conference)

I

After their deliberations, the above-listed delegates agreed to submit the following texts for the signature of the respective plenipotentiaries of the high contracting parties:

* See footnote, p. 281.

- (a) A Draft of Convention for the Unification of Certain Rules Relating to Assistance and Salvage of Aircraft or by Aircraft at Sea;
- (b) A Draft of Protocol Supplementing the Convention for the Unification of Certain Rules Relating to Damages Caused by Aircraft to Third parties on the Surface.

The said drafts are to remain open for signature until June 30, 1939.

II

(A) The conference,

urgently recommends that the states which have already ratified the Rome convention expedite ratification of the supplementary protocol mentioned in paragraph (b) of section I, above.

(B) The conference,

considering that it has prepared a protocol to determine the conditions of application of article 12 of the International Convention for the Unification of Certain Rules Relating to Damages Caused by Aircraft to Third Parties on the Surface, concluded at Rome on May 29, 1933,

considering that the protocol has been declared an integral part of the convention to which it refers,

considering that this protocol stipulates that in the future the Rome convention may not be ratified without ratifying simultaneously the protocol itself,

recommends,

that, beginning with this date, the Italian Government as the depository of the instruments of ratification of and adherence to the above-mentioned Rome convention, not accept any ratification of that convention unless it carries with it at the same time the ratification of the protocol, either in the same act or by a separate act.

(C) The conference,

considering the increasing progress of transoceanic air traffic and the importance therein of the amount of aerial postal matter.

recommends,

that the C.I.T.E.J.A., in the interest of the unification of private air law, place on its agenda the question of the contribution by interested parties in the payment of remuneration for assistance, examining in particular the question of the extent to which postal payments should be made to contribute.

(D) The conference,

considering that the convention signed at Warsaw on October 12, 1929, for the unification of certain rules relating to international transportation by air has been in force for several years as between numerous countries,

considering the importance of preserving harmony between international conventions and the ever increasing developments of aviation,

considering the usefulness of the preparatory collaboration by the International Technical Committee of Aerial Legal Experts,

charges the International Technical Committee of Aerial Legal Experts with the duty of making a study of the Convention signed at Warsaw on October 12, 1929, for the Unification of Certain Rules Relating to International Transportation by Air, with a view to determining whether, from the experience acquired in the application of this convention, it would be necessary to improve the text thereof, and, if so, with the duty of preparing the desired modifications or amendments in the form of a draft.

(E) The conference,

realizing the importance and usefulness of the preparatory work done by the C.I.T.E.J.A., and renewing the recommendation already expressed at Rome by the Third Diplomatic Conference on Private Air Law,

recommends,

that all Governments represented at the present conference join the C.I.T.E.J.A. in the interest of assisting in the task of unification of laws assigned to the C.I.T.E.J.A.

III

(F) The conference, not having been able, by reason of the multiplicity of new proposals and the lack of time available, to undertake a careful examination of the draft of the Convention for the Unification of Certain Rules Relating to Aerial Collisions, which had been submitted to the conference, decides to refer consideration of this draft to the next diplomatic conference. Furthermore, in view of the fact that several states have submitted remarks and proposals on that draft, the conference decides to refer these remarks and proposals to the C.I.T.E.J.A., so that the latter may study them and, possibly, also prepare new proposals to be submitted to the Fifth International Conference on Private Air Law

THIRTEENTH SESSION OF THE INTERNATIONAL TECHNICAL COMMITTEE OF AERIAL LEGAL EXPERTS (CITEJA), HELD AT BRUSSELS ON SEPTEMBER 28, 1938

THE HONORABLE
THE SECRETARY OF STATE.

Sir:

In my capacity as a member of the American Section of the International Technical Committee of Aerial Legal Experts (CITEJA), I attended the Thirteenth Session of this Committee, which was held at Brussels on September 28, 1938.

In view of the fact that the Fourth International Conference on Private Air Law (diplomatic conference) was held at Brussels from September 19 to September 30, 1938, and the fact that many of the members of the CITEJA were also delegates to that conference, the CITEJA did not find it convenient at its Thirteenth Session to follow the usual procedure of acting upon draft international conventions on subjects of private air law prepared in preliminary form by the CITEJA Commissions (subcommittees). However, the CITEJA disposed of a number of routine matters, including the appointment of one of its members as the new president for the term of 1938-1939; the approval of the minutes of the Twelfth Session; and the approval of the annual report of the Secretary General. The CITEJA also heard the oral reports of the Reporters for the various Commissions, setting forth the status of the subjects under consideration by these Commissions.

New CITEJA President

As its new president, the Committee appointed Mr. Pholien, Avocat Général, before the Brussels Court of Appeals. Mr. Pholien had been Chairman of the Belgian Delegation to the Fourth International Conference on Private Air Law and President of that Conference.

Budgetary Matters

The Conference adopted two resolutions, one approving the expenditures made by the Secretariat General for the fiscal year ending December 31, 1937, and the other approving an estimated budget of expenditures for the fiscal year ending December 31, 1939.

The Committee also adopted a resolution fixing the dues of each participating State, for the fiscal year of 1939, at one thousand gold francs, each containing 327½ milligrams of gold of a fineness of 900/1000.

ASSIGNMENT OF NEW SUBJECTS TO COMMISSIONS

The Committee decided to undertake the study of the following subjects:

(a) The effect of court decisions.

This relates to the jurisdiction of the courts under the various private air law conventions and the legal effects of the courts' decisions.

The Warsaw Convention, in particular, was mentioned in this connection. This subject was assigned to the First Commission.

- (b) The revision of the Convention for the Unification of Certain Rules Relating to International Transportation by Air, signed at Warsaw on October 12, 1929, to which the United States and a number of other countries are parties.

This subject was assigned to the Second Commission.

- (c) Mortgages and other real rights and aerial liens with respect to aircraft.

A draft convention on this subject was adopted by the CITEJA at its Sixth Plenary Session in Paris, in October, 1931. This draft convention was never referred to a diplomatic conference for final adoption, and in view of the time that has elapsed since its preparation, the CITEJA has decided to review the draft. This subject was assigned to the Second Commission.

- (d) Ownership of aircraft and aeronautic register.

The CITEJA decided to review a draft convention on this subject which was adopted by the CITEJA at its Sixth Plenary Session held in Paris in October, 1931, but was never referred to a diplomatic conference.

- (e) Allocation of judgment awards.

This is understood to relate to the matter of allocating the awards resulting from the decisions of the courts under the various private air law conventions. This subject was assigned to the First Commission.

- (f) Aviation insurance.

The CITEJA assigned to the Third Commission the study of the general subject of aviation insurance, as related to the several private air law conventions.

CONTINUATION OF THE WORK OF THE THIRD AND FOURTH COMMISSIONS

Third Commission

The Third Commission was requested to continue its study of the draft convention on assistance and salvage of aircraft on land (not yet referred to a plenary session of the CITEJA), and in connection with this study to consider the possible adaptation to this draft convention of the language of certain provisions of the convention relating to assistance and salvage of aircraft or by aircraft at sea, which had been adopted and signed at the Fourth International Conference on Private Air Law (diplomatic conference) held at Brussels in September, 1938. The preliminary draft of the sea salvage convention was adopted by the CITEJA at its Eleventh Plenary Session, held at Bern, Switzerland, in September, 1936, and that draft was submitted to the Fourth International Conference on Private Air Law for the action of that conference.

Fourth Commission

This Commission was requested to continue its work on the draft convention relating to the legal status of the aeronautic navigating personnel.

The question whether this draft will ultimately be combined with a draft convention on the legal status of the aircraft commander adopted provisionally at a plenary session of the CITEJA in Paris in October, 1931, will be decided at a future plenary session of the CITEJA.

It will be observed that the CITEJA plans to undertake the study of several very important subjects. These studies will include not only a continuation of work on several proposed international conventions, but the preparation of texts on several new subjects. Although not specifically mentioned in connection with the Thirteenth Plenary Session of the CITEJA, held at Brussels, it is to be noted that the delegates to the Fourth International Conference on Private Air Law held at Brussels in September, 1938, adopted resolutions calling upon the CITEJA to take up the study of the following additional questions:

(1) The contribution by interested parties in the payment of remuneration, in connection with salvage operations, examining in particular the question of the extent to which postal payments should be made to contribute.

(2) Proposed convention on aerial collisions.

With reference to item No. (2) above, it may be said that the CITEJA adopted a draft convention on aerial collisions at its Eleventh Plenary Session held at Bern, Switzerland in September, 1936. This draft was referred to the Fourth International Conference on Private Air Law, which decided not to proceed with the adoption of a convention on aerial collisions, but to refer the matter to the CITEJA for further consideration.

In view of the broadening of the scope of the work of the CITEJA, it is believed to be very desirable that the American Section undertake at an early date to give very serious consideration to the several subjects to be dealt with by the CITEJA, having in mind the bearing which these matters will have upon American aircraft engaged in international traffic.

Future Meetings

The CITEJA decided that its Commissions would meet in Paris about January 20, 1939, and that it would hold its Fourteenth Plenary Session during the latter half of September, 1939, at a place to be determined.

Address by Mr. G. Grant Mason, Jr., Chairman of the American Delegation to the Fourth International Conference on Private Air Law, delivered to the CITEJA.

As stated above, many of the members of the CITEJA were delegates to the Fourth International Conference on Private Air Law (diplomatic conference). The members of the American Delegation to the Fourth International Conference were making preparations to leave Brussels when the CITEJA met on September 28, 1938. Mr. Mason appeared at the CITEJA session and delivered an address in which he again expressed on behalf of the American Delegation to the diplomatic conference appreciation of the many courtesies that had been extended to the Delegation, and expressed his best wishes for the success of the CITEJA.

In reply, the President of the CITEJA thanked the American Delegation for the friendly spirit which it had shown both during the diplomatic conference and the session of the CITEJA, and expressed the hope that those present would meet the members of the American Delegation again.

Respectfully submitted,

STEPHEN LATCHFORD, *Chairman,*
American Section of the CITEJA.

January 9, 1939

AIR TRANSPORT SERVICES BETWEEN THE UNITED STATES AND FRANCE

The American Embassy in Paris was instructed on January 6, 1939, after consultations between the Department of State and the Civil Aeronautics Authority, to present to the French Government a proposal for the granting to the Government of the United States of a permit for a temporary period of six months for one or more American air transport companies, authorized by the Civil Aeronautics Authority, to operate a trans-Atlantic air service to France for the transportation of passengers, mail and goods.

The Embassy at Paris has now reported that the French Government has granted the temporary permit requested, subject to the conditions set forth by the Embassy in presenting the American note.

In presenting the proposal of this Government to the French Foreign Office, the Embassy, under instructions of the Department of State, informed the French Government that pursuant to the provisions of the Civil Aero-

navitics Act any American Company, before being permitted to undertake a trans-Atlantic air service from the United States, must first obtain a certificate of public convenience and necessity from the Civil Aeronautics Authority. The belief was expressed that one or more American companies will be prepared, subject to the receipt of proper authorization from the Civil Aeronautics Authority, to commence trans-Atlantic air service within the near future. The permit was requested for use by any American company or companies duly authorized by the Civil Aeronautics Authority to operate a trans-Atlantic service into and out of France authorizing a frequency of not exceeding four round trips per week for a period of six months from the date of the first flight.

On its part the Government of the United States is willing, in the event an application should be made to it by the Government of France for similar operating rights and such application should be denied, that the permit granted to the Government of the United States might be cancelled. Assurances were given the French Government that immediately upon the issuance of a temporary permit this Government would be willing to enter into negotiations with the French Government for the conclusion of a reciprocal air transport agreement, with the understanding, however, that such negotiations would not prejudice the operation of the trans-Atlantic services which the temporary permit contemplated.

AIR TRANSPORT SERVICES BETWEEN THE UNITED STATES AND GREAT BRITAIN

Under date of December 23, 1938, the American Embassy in London was requested to make an inquiry of the British Foreign Office as to when it would be possible to inaugurate regularly scheduled trans-Atlantic air transport services. The Embassy was requested, in this connection, to ask for information on the following two points:

1. Is the British company presently prepared to begin scheduled operations to the United States?
2. If not, is there any objection to the inauguration by Pan American Airways of a service to England during the coming spring?

The formal reply of the British Government, as set forth in a note dated January 28, 1939, is as follows:

"Imperial Airways will, it is hoped, be in a position to begin a scheduled seasonal service of an experimental character from the United Kingdom to the United States as from June 1st next. The route to be followed will be:

Southampton—Shannon—Botwood—
Montreal—New York

The service will at first in all probability be once weekly in each direction, the frequency being increased to twice weekly as and when that proves technically possible. This plan will constitute the full programme of Imperial Airways' North Atlantic operations during 1939, except possibly for one or two experimental flights in addition.

"If Pan-American Airways are ready to start a scheduled service across the North Atlantic before the date of June 1st next, and desire to depart from the principle hitherto observed of simultaneous action with Imperial Airways in the development of North Atlantic services, His Majesty's Government would not wish to raise any objections and would be prepared to waive to this extent the provisions of condition H of the permit issued to the United States company. It is understood

that Imperial Airways for their part are in complete agreement with the attitude of His Majesty's Government in this connexion.

"His Majesty's Government assume that if the contingency should arise in which Imperial Airways wished to start their Trans-Atlantic operations before Pan-American Airways were ready to open their North Atlantic Service, the Government of the United States would be equally ready to adopt vis-à-vis Imperial Airways an attitude precisely similar to that indicated in the preceding paragraph.

"Finally His Majesty's Government would be grateful if they could be given details regarding the intentions of Pan-American Airways similar to those furnished above in respect of Imperial Airways."